H. & T. C. Ry. Co. v. *Stewart,* 14 Tex. Civ. App. 703; *Stager* v. *Pass. Ry. Co.,* 119 Pa. St. 70; *Strand* v. *Chicago etc. Ry. Co.,* 64 Mich. 216. Another line of cases holds that to attempt to alight from a moving train is negligence per se, on the ground that it makes no difference whether a person gets off carefully or carelessly, the act of attempting to alight while the train is still in motion, is in itself such negligence as will preclude a recovery. *East Tennessee, etc. R. R. Co.* v. *Wassengill,* 83 Tenn. 336; *Gress* v. *R. R. Co.,* 109 Mo. App. 716; *Illinois Central R. R. Co.* v. *Cunningham,* 102 Ill. App. 266; *Walters* v. *Chicago etc. Ry. Co.,* 113 Wis. 367; *Boulfrois* v. *United Traction Co.,* 210 Pa. St. 263. The weight of authority is probably with the principal case in holding that "the question is always whether the act done is one which is consistent with prudence under all the circumstances." SHEARMAN & REDFIELD, NEGLIGENCE, § 520; 3 THOMPSON, NEGLIGENCE, § 3010.

NEGLIGENCE—EX-PARTNER LIABLE FOR INJURY TO INVITEE.—In 1885 defendant E. D. began a farm implement business and conducted it under his name until 1900, when his son became associated with him, the business being thereafter conducted under the name of "E. D. & Son." Defendant E. D. claims that in 1905 the partnership was dissolved by his withdrawal, and that since that time he has had no interest in the business except as a creditor and has taken no part in its management. With his consent, however, the use of the name "E. D. & Son" was continued, and advertisements were published in that name without protest by him. Plaintiff was injured by the negligence of one employed in the business, and sues both father and son, alleging that they invited him to enter the place of business and that he entered under such invitation. *Held,* that where there is "a holding out of a partnership relation concerning the control of a place where business is transacted, and an invitation to patronize is extended under such circumstances of publicity as to warrant the inference that a person * * * injured * * * must have had the right to believe that those extending the invitation were in control of the premises, liability results without regard to the existence of the partnership relation." *Jewison* v. *Dieudonne et al.,* (Minn. 1914) 149 N. W. 20.

The court does not base its decision upon the existence of the partnership relation and expressly holds that there was no partnership. The general rule in contracts, as to partnerships by estoppel, is that one who suffers his name to be used in a firm must answer to all who rely on that name. *In Re Krueger,* 2 Lowell 66; *Fletcher* v. *Pullen,* 70 Md. 205. Liability by "holding out" rests on the presumption that credit was given to a firm on the strength of the apparent partner's name. POLLOCK PARTNERSHIP (9th Ed.) 60. The rule in the earlier contract cases (that a person was liable as a partner if his name was left in the firm) was applied to an action in tort, in the case of *Stables* v. *Ely,* 1 C. & P. 614, where it was held that one who had ceased to be a partner, but allowed a cart to go out with his name on it, held himself out to the world as liable for the injuries occasioned by the driving of the cart. That case was overruled by a later case. *Smith* v. *Bailey,* (1891), 2 Q. B. 403, the court holding that the earlier decision could be explained only on the supposition that the case must have been misreported. Tort cases

resting on the doctrine of partnership by estoppel are not numerous. The principal case must have been decided on the theory that as the defendant E. D. must have received some benefit (such as the extending of credit to his son) by the use of his name in the firm, he must also carry the burdens and subject himself to liability. The court in its decision based the liability of the defendants on what it called "the assumption of a definite status." Perhaps the court was unfortunate in the use of the word "status," for that term is applied chiefly to persons under disability, or persons who have some peculiar condition which prevents general law from applying to them in the same way as it does to ordinary persons. BLACK, LAW DICTIONARY.

PARENT AND CHILD—FATHER'S LIABILITY FOR CHILD'S SUPPORT.—Defendant abandoned plaintiff, his wife, and his four minor children. After a divorce and a small alimony had been granted plaintiff, she brought this suit to recover the expenses which she had incurred in supporting, by her own earnings, the children before the divorce had been granted. *Held,* that she was entitled to recover. *Rogers* v. *Rogers* (Kan. 1914), 143 Pac. 410.

At common law the duty to support the minor children rested upon the father and not upon the mother because the husband was entitled to the services and property of his wife. *Gleason* v. *Gleason,* 144 Mass. 25; *Gilley* v. *Gilley,* 79 Me. 292. This suit could not have been brought at common law, since plaintiff's time and earnings belonged to defendant and she could not recover for any expenses she incurred in the performance of his duty. Some courts have held that a father's duty to support his minor children is only moral and that therefore he is not liable to a third party, who has supplied necessaries, in the absence of an express promise to pay. *Freeman* v. *Robinson,* 38 N. J. L. 383; *Kelly* v. *Davis,* 49 N. H. 187; *Gotts* v. *Clark,* 78 Ill. 229. Generally, however, it has been held that the father is under a legal duty to support his children, that if he neglects to do so and necessaries are supplied by a third party, he is legally bound to make reimbursement. *Van Valkenburg* v. *Watson,* 13 Johns. 480; *Gilley* v. *Gilley* 79 Me. 292; *Dennis* v. *Clark,* 2 Cush. 353. If it be admitted that it is the father's and not the mother's legal duty to provide for their minor children, that he is liable to a third party for necessaries supplied to his children, and that the wife is entitled to her own earnings, the decision in the principal case would naturally seem to follow. See *De Brauwere* v. *De Brauwere,* 203 N. Y. 460, 10 MICH. L. REV. 415. In *Decher* v. *Kedly,* 148 Fed. 681, it was held that such an action was wholly at variance with the theory of the marital relation. It was the opinion of the court in *Johnson* v. *Barnes,* 69 Ia. 641 that since the wife under modern statutes is entitled to her own earnings and property she should also be under an equal duty with her husband to support their children.

SALES—WAIVER OF WARRANTY.—Defendant sold plaintiff a stallion under a contract containing the following provisions: "In the event that the above named stallion * * *does not get with foal 50 per cent of the mares regularly tried and bred to him, then on return of the said stallion to us * * * we agree to furnish the above named purchaser without further charge another